

MAY 26 '06

11-48 AM

*Feeney & Dixon, L.L.P.*  
*Counsellors at Law*

SURFACE TRANSPORTATION BOARD

*563-565 Newark Pompton Turnpike, P.O. Box 216*  
*Pompton Plains, New Jersey 07444 (973) 839-5100*

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May 10, 2006

Karen January  
Section of Administration  
Surface Transportation Board  
Office of Proceedings  
1925 K. Street, NW  
Washington, DC 20423-0001

RE: FOMA to Hiler  
Railroad Car ID#RRRX1192

Dear Sir/Madam:

Enclosed please find original and two copies of executed Bill of Sale with regard to the above captioned matter. Please record said document and return the recorded Bill of Sale to this office in the enclosed reply envelope. Also enclosed is our firm's check in the amount of \$33.00 which serves as your recording fee.

If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this matter.

Very truly yours,

FEENEY & DIXON, LLP

By: \_\_\_\_\_  
David C. Dixon, Esq.

DCD/mla  
Enclosures


RECORDATION NO. 26368 FILED

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SURFACE TRANSPORTATION BOARD

PREPARED BY:

  
David C. Dixon, Esq.

### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FOMA, a general partnership, authorized to do business in the State of Florida, by K.G. Srinivas, M.D., authorized agent, having an address at 5501 Spanish River Road, Fort Pierce, FL 34951 (hereinafter called "Seller), for the sum of Four Thousand One Hundred Fifty Dollars (\$4,150.00) to be paid by MARK T. HILER, having an address at 64 Lyonsville Road, Boonton, New Jersey 07005 (hereinafter called "Buyer"), receipt of which is hereby acknowledged by Seller, does hereby bargain, sell, assign, transfer and make available for possession and delivery at its current location unto the Buyer, its successors and assigns forever, one each railroad card identified as No. RRRX1192, one (1) 100-ton, 4650 cubic foot covered hopper railcar (hereinafter the "PROPERTY").

Seller hereby warrants that it is the legal owner of the PROPERTY, that it has full rights and powers to effect the sale of the PROPERTY, and that on delivery, the PROPERTY will be free of mortgages, liens or any other claims against it.

Seller assigns and transfers to the Buyer all of the right, title, and interest in and to the rail car described above.

Seller transfers and sells the aforesaid PROPERTY in an "as is, where is" condition, with no guarantees as to operability. Seller makes no express or implied warranties of any nature or sort

whatsoever concerning said PROPERTY, including without limitation any warranty as to the merchantability or fitness for purpose.

Seller warrant that to his knowledge title to this rail car has not been transferred prior to this date to any other Buyer.

Seller transfers all his right, title and interest in the above rail car including any insurance.

Buyer agrees to become a member of the Cooperative and assumes all obligations of the existing management agreements and leases that have not specifically been excluded herein.

Buyer assumes any risks associated with the purchase of the railcar being purchased sight-unseen and without any maintenance records.

Buyer is represented by legal counsel who has reviewed the documents prepared by the Seller's legal counsel.

The Buyer's legal counsel will act as Escrow Agent and will send a cashier's check payable to "FOMA", by K.G. Srinivas, M.D., authorized agent, after the documents received and been found acceptable.

Recording this document is optional and either the Buyer or the Seller can choose to record it. The party requesting recording will be responsible for payment of any recording fees.

Buyer and Seller are responsible for their respective legal fees billed by their legal counsel.

Seller, for himself, his heirs, executors, and administrators, covenant and agree to and with the Buyer, to warrant and defend the sale of the PROPERTY, unto the Buyer, his executors, administrators, and assigns, against all lawful claims.

Dated: 5/1/06

at VERA BEACH, FL.

FOMA (Seller)

By: K.G. Srinivas, M.D.

K.G. Srinivas, M.D., authorized agent

Dated: 5-9-06

at POMPTON PLAINS, N.J.

Mark T. Hiler

MARK T. HILER, BUYER

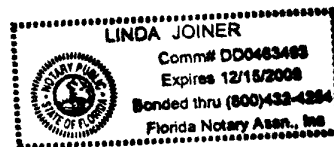
## ACKNOWLEDGMENT

STATE OF Florida }  
 } SS:  
COUNTY OF Indian }  
 River

On this 1<sup>st</sup> day of MAY, 2006, before me, Linda Toiner, a Notary Public in and for said County and State, personally appeared K. G. SRINIVAS, M.D. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

(SEAL)



Signature of Notary Public

My Commission expires 12-15-09